

**APPENDIX B**

**STATEMENT OF WORK FOR REMEDIAL  
DESIGN/REMEDIAL ACTION CONSENT DECREE  
FOR THE CHEMICAL COMMODITIES SITE  
OLATHE, JOHNSON COUNTY, KANSAS**

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8-20-07.

STATEMENT OF WORK  
FOR  
REMEDIAL DESIGN/REMEDIAL ACTION CONSENT DECREE  
FOR THE  
CHEMICAL COMMODITIES, INC. SITE  
OLATHE, JOHNSON COUNTY, KANSAS

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RD/RA STATEMENT OF WORK  
CHEMICAL COMMODITIES, INC. SITE  
OLATHE, KANSAS

**1.0 INTRODUCTION AND PURPOSE**

The purpose of this statement of work (SOW) is to set forth the requirements for the design and implementation of the remedy selected in the Record of Decision (ROD) for the Chemical Commodities, Inc. (CCI) site, signed by the Superfund Division Director of the United States Environmental Protection Agency (EPA) Region 7 on September 28, 2005. This SOW is incorporated into and made a part of the Consent Decree (CD) entered into by the Settling Performing Defendants and the United States of America for the remedial design (RD) and remedial action (RA) to be conducted at the CCI site. The Settling Performing Defendants shall follow the ROD, the CD, and the approved RD/RA Work Plan, and reference documents specified in these documents in performing the specified work for the CCI site.

**2.0 DESCRIPTION OF THE SELECTED REMEDY**

The selected remedy set forth in the ROD includes the following:

- Excavation of specified areas of soil in the 0-5' depth range containing metals and volatile organic compounds (VOCs) as specified on Figure 1;
- Excavation to bedrock depth using large diameter drilling at approximately 8-10 locations to remove soils containing high concentrations of VOCs;
- Transportation of excavated soils to an offsite disposal facility;
- Chemical oxidation treatment of soils and bedrock surface in areas of deep excavation described above;
- Backfill of excavated areas;
- Construction of a soil cap over entire fenced area of the CCI property;
- Implementation of land use restrictions;
- Chemical oxidation treatment of groundwater in specified areas with high VOC concentrations;
- Monitored natural attenuation of VOC impacted groundwater;
- Groundwater monitoring; and
- Installation and operation and maintenance of ventilation systems; and
- Institutional controls to restrict groundwater use in VOC impacted area.

**3.0 DESCRIPTION OF THE PERFORMANCE STANDARDS**

The Settling Performing Defendants shall design and implement the remedy to meet the remedial action objectives (RAOs) and Performance Standards set forth in the ROD and this SOW consistent with the Consent Decree. The ROD contains the RAOs for both soil and groundwater. The RAOs are to: 1) mitigate risk from ingestion, inhalation, and dermal contact with onsite soils to acceptable levels; 2) minimize further offsite migration of groundwater containing VOCs in excess of target cleanup levels; 3) reduce VOC concentrations in onsite and offsite groundwater to levels that are adequately protective of indoor air quality; 4) prevent ingestion of groundwater containing VOCs in excess of target cleanup levels; 5) mitigate risk from direct contact with groundwater containing VOCs in excess of target cleanup levels; and 6)

mitigate risk associated with inhalation of residential indoor air containing vapors emanating from groundwater.

The Performance Standards required to meet the RAO for soil are removal of shallow soils to a depth of 5 feet below ground surface (bgs) in certain high concentration areas that contain metals and VOCs. The areas to be excavated were defined by samples collected during the various investigations and are specified on Figure 1. Specifically, the areas of VOC impacted shallow soil to be removed correspond to the 110 ppm TCE contour as defined during the Supplemental Investigation. Chemical-specific Performance Standards for metals used to define the area to be excavated for metals are contained in Table 1 attached to this SOW. The defined area of metals-impacted soil to be excavated is also specified in Figure 1. Additional Performance Standards for soil are the prevention of soil exposures through the construction and long term maintenance of a soil cap to cover all contaminated soils within the fenced area of the CCI property.

The Performance Standards for groundwater are to reduce offsite groundwater concentrations to chemical-specific ARAR concentrations, to monitor onsite and offsite groundwater concentrations in relation to chemical-specific ARAR concentrations, to operate and maintain residential vapor control systems while concentrations exceed action levels for indoor air, and to monitor the implementation of groundwater use restrictions. Chemical-specific ARAR concentrations are contained in Table 1 attached.

The EPA generally seeks to return groundwater to its beneficial use wherever practicable. When contaminated groundwater is currently or potentially useable as a drinking water source, the EPA generally selects a remedy that will restore the groundwater to below Maximum Contaminant Levels (MCLs) established under the Safe Drinking Water Act. However, when there are site specific conditions that may inhibit restoration of the groundwater to MCL concentrations within a reasonable time frame, the EPA may grant a Technical Impracticability (TI) waiver to waive MCLs as ARARs as set forth in Section VII of the Consent Decree (Technical Impracticability). In order to grant a TI waiver, certain types and quantities of information must be collected and evaluated, including a restoration time frame analysis to demonstrate that restoration cannot be achieved within a reasonable time frame.

The CCI site presents many of the conditions which commonly lead to a TI waiver. These conditions include fractured bedrock and the presence of dense non aqueous phase liquid (DNAPL) or DNAPL concentrations. A TI waiver was not made part of the ROD because a TI evaluation report was not prepared and a restoration time frame analysis was considered to present too high a degree of uncertainty. Settling Performing Defendants may seek a TI waiver pursuant to Section VII of the Consent Decree (Technical Impracticability) as the work progresses and more information becomes available regarding the remedy's ability to achieve MCLs within a reasonable time frame.

#### **4.0 SCOPE OF REMEDY AND IMPLEMENTATION**

The RD phase, the RA phase, and the Operation and Maintenance (O&M) phase shall include the tasks listed below. All plans, with the exception of the Health and Safety Plans (HASP), are subject to EPA approval. The HASPs are subject to EPA review.

- Task 1: Remedial Design Work Plan
- Task 2: Remedial Design Implementation
  - A. Preliminary Design
  - B. Pre-final Design
  - C. Final Design
- Task 3: Remedial Action Work Plan
- Task 4: Remedial Action Implementation
  - A. Construction Activities
  - B. Pre-Final Inspection
  - C. Operational and Functional Activities
  - D. Interim Remedial Action Report
  - E. Additional Remedial Activities
- Task 5: Operation and Maintenance Implementation
- Task 6: RA Completion and Final RA Report
- Task 7: Progress Reports

**Task 1: Remedial Design Work Plan**

The Settling Performing Defendants shall prepare a Remedial Design Work Plan (RD Work Plan) for EPA review and approval that documents the overall management strategy for completing the Remedial Design. The RD Work Plan shall document the responsibility and authority of all organizations and key personnel involved with the RD and shall include a description of qualifications of key personnel directing the RD, including contractor personnel. The RD objectives and approaches will be defined, as will the additional data collection to be performed and the plans and specifications to be prepared.

The RD Work Plan shall contain a description of anticipated field activities that will be performed during the remedial design phase. The RD Work Plan shall also contain a schedule of RD activities and submittals as set forth in Task 2 below. The RD Work Plan shall be submitted in accordance with the schedule set forth in Section 5.0 below.

A site specific Health and Safety Plan (HASP) shall be submitted along with the RD Work Plan. The Settling Performing Defendants shall develop a Health and Safety Plan (HASP) for the CCI Site designed to protect on-site personnel and area residents from physical, chemical and all other hazards posed by the RD field activities. The safety plan shall develop the performance levels and criteria necessary to address the following areas:

- Personnel
- Levels of protection
- Safe work practices and safety guards
- Medical surveillance
- Personal and environmental air monitoring
- Personal protective equipment
- Personal hygiene

Decontamination - personal and equipment  
Site work zones  
Contaminant control  
Contingency and emergency planning  
Logs, reports, and record keeping

The HASP shall follow U.S. EPA guidance and all applicable OSHA requirements as outlined in 29 C.F.R. Sections 1910 and 1926, as well as the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Section 300.150. The HASP developed for the Remedial Investigation/Feasibility Study (RI/FS) may be used and/or adapted as appropriate to satisfy this requirement.

In addition, a Quality Assurance Project Plan (QAPP) shall be submitted with the RD Work Plan and shall be prepared in accordance with Section IX of the Consent Decree (Quality Assurance, Sampling, and Data Analysis). The QAPP developed for the Remedial Investigation/Feasibility Study (RI/FS) and approved by EPA may be used and/or adapted as appropriate to satisfy this requirement.

**Task 2: Remedial Design Implementation**

Settling Performing Defendants shall prepare design analysis reports, construction plans, specifications and other reports to support implementation of the RA at the Site as described in the approved RD Work Plan and this SOW. Plans and specifications shall be submitted in accordance with the schedule set forth in Section 5.0 of this SOW. Settling Performing Defendants shall develop all plans and specifications in accordance with EPA Superfund Remedial Design and Remedial Action guidance (OSWER Directive No. 9355.0-4A).

The RD submittals shall be submitted in three separate phases as follows:

1. Preliminary Design - Design plans shall be submitted at approximately the 30% complete point. The purpose of this submittal is to confirm agreement on the general direction of the RD in order to minimize conflicts during later stages of the RD. The Preliminary Design submittal shall include:
  - a. Design Criteria
  - b. Basis of Design
  - c. Results of additional sampling and pre-design work
  - d. Preliminary drawings
  - e. Specifications outline
  - f. Preliminary construction schedule
2. Pre-Final Design - Design plans shall be submitted at approximately the 90% complete stage. This Pre-Final Design shall function as the draft version of the Final Design and will provide for a second technical review prior to preparation of the final design plans. This submittal shall address all comments made on the Preliminary design and shall include final plans and specifications.

3. Final Design - Following review and comment on the Pre-Final design, the final revisions shall be incorporated into a final design submittal. The Final design shall address all comments made on the Pre-Final design. The Final design shall include drawings and specifications suitable for bid advertisement.

Settling Performing Defendants may submit interim documents for technical review and may request technical review meetings at any time during the RD phase.

**Task 3: Remedial Action Work Plan**

The Settling Performing Defendants shall prepare a Remedial Action Work Plan (RA Work Plan) in accordance with this SOW and the schedule set forth in section 5.0. The RA Work Plan shall document the responsibility and authority of all organizations and key personnel involved with the implementation of the RA and shall include a description of qualifications of key personnel directing the RA, including contractor personnel. The RA Work Plan shall provide for all aspects of the Remedial Action including construction activities, a Pre-Final Inspection, operational and functional (O&F) activities, and long term O&M activities. The RA Work Plan shall also contain a schedule of RA activities and submittals. The RA Work Plan shall include the following elements:

- Identification of the RA contractor;
- RA organization chart with key personnel and lines of authority and communication;
- Final RA project schedule and process to be used to revise the schedule;
- Exit Strategy containing the criteria for project closeout;
- Draft Operation and Maintenance Plan

The Draft O&M Plan shall provide an initial description of the long term operation and maintenance components. The Draft O&M Plan shall discuss the maintenance of the soil cover, the continued implementation of the groundwater monitoring program, the continued operation of the monitored natural attenuation program and the continued operation of the groundwater treatment system. The Draft O&M Plan will be finalized, complete with As-Built Drawings, in the Interim RA Report to be completed following construction.

A site-specific HASP addressing implementation and maintenance of this Remedial Action shall be submitted along with the RA Work Plan. The HASP will be prepared in accordance with the requirements specified for the HASP to be prepared for the RD. The HASP developed for the RD may be used and/or adapted as appropriate to satisfy this requirement. As part of the HASP, the Settling Performing Defendants shall include a Contingency Plan describing procedures to be used in the event of an accident or emergency. The Contingency Plan shall include, at a minimum, the following:

1. Name of the person or entity responsible for responding in the event of an emergency incident;

2. Plan and date(s) for meeting(s), if necessary, with the local community, including local, State and Federal agencies involved in the cleanup, as well as local emergency squads and hospitals.
3. First aid medical information;
4. Air Monitoring Plan (if applicable); and
5. Spill Prevention, Control, and Countermeasures ("SPCC") Plan (if applicable), as specified in 40 C.F.R. Part 112, describing measures to prevent and contingency plans for potential spills and discharges from materials handling and transportation associated with implementation of the remedial action.

In addition, a QAPP shall be submitted with the RA Work Plan and shall be prepared in accordance with Section IX of the Consent Decree (Quality Assurance, Sampling and Data Analysis). The QAPP prepared for the RD may be used and/or adapted as appropriate to satisfy this requirement.

The RA Work Plan shall call for the completion of the following plans to be prepared as part of the Remedial Action:

A. Soil Removal and Capping Plan (SRCP): The Settling Performing Defendants shall describe the activities associated with the components of the remedy addressing site soils. This shall include soil excavation activities, transportation and offsite disposal activities, large diameter drilling activities, chemical oxidation treatment activities (related to soils), and construction of the soil cap. Institutional controls regarding use of the land and any restrictions applicable to the soil cap (i.e. no digging beyond a certain depth) shall be discussed in the SRCP.

B. Groundwater Monitoring Plan (GMP): The Settling Performing Defendants shall prepare a groundwater monitoring program for the CCI site to document compliance with the performance standards and to evaluate remedial progress over time. The GMP shall provide for monitoring to track the movement of groundwater contaminants and to monitor changes in chemical constituents and chemical concentrations in the groundwater over time. Information contained in the GMP shall include details regarding the monitoring well network, parameters to be analyzed for in the groundwater, frequency of sampling and monitoring events, tasks to be performed, a schedule for implementation, and reporting requirements. The GMP shall include:

1. Description of the monitoring well network and construction activities, if any, associated with the monitoring well network, including the number of new monitoring wells, if any, to be installed during the Remedial Action phase;
2. Description of groundwater sampling and monitoring activities, including the rationale for the selection of the groundwater sampling parameters and the monitoring locations;
3. Description of the information needed to apply for a TI waiver; and



4. Procedures for verifying attainment of Performance Standards and modifying and/or discontinuing groundwater sampling and monitoring activities.

C. Groundwater Treatment Plan (GTP): The Settling Performing Defendants shall prepare a Groundwater Treatment Plan (GTP) to cover both implementation and maintenance of the groundwater treatment component of the remedy. The GTP shall describe all construction activities associated with implementation of the groundwater treatment remedy. The GTP shall provide details regarding the specifications of all materials to be used in constructing the groundwater treatment system. Specifically, the GTP shall include:

1. A complete set of construction plans, or reference to construction plans in the RD, showing the location and dimensions of the chemical oxidation delivery trench to be installed along the western boundary of the CCI property;
2. Detailed procedures for charging the trench with chemical oxidant, including expected quantities and frequency of re-charge;
3. Description of the monitoring required to evaluate performance of the chemical oxidation treatment, including the monitoring wells or locations to be used, the monitoring frequency, and the parameters to be analyzed;
4. Description of the chemical oxidation delivery system to be installed west of the CCI property or a description of the decision process to be used in determining the most effective method for chemical oxidation injection following a specified period of operation of the chemical oxidation trench;
5. Description of all equipment to be located on the site following installation of the chemical oxidation trench, including a description of any buildings or other structures to be used to house such equipment and specifications for security of the equipment (locks, alarms, etc);
6. Description of criteria for determining the timing and duration of chemical oxidant applications; and
7. Description of record keeping and reporting requirements for operation of the chemical oxidation injection systems.

D. Monitored Natural Attenuation Plan (MNAP): The Settling Performing Defendants shall prepare a Monitored Natural Attenuation Plan (MNAP) to implement the MNA component of the remedy. The MNAP shall describe all necessary procedures for evaluating the effectiveness of natural attenuation processes in reducing groundwater concentrations over time. The MNAP may be included as a component of the GMP. Specifically, the MNAP shall include:

1. Description of the wells to be used as part of the monitoring network, frequency of monitoring, and parameters to be analyzed;
2. Description of reporting requirements.

E. Construction Quality Assurance Project Plan (CQAPP): The CQAPP shall detail the approach to quality assurance during construction activities at the site.

**Task 4: Remedial Action Implementation**

The Settling Performing Defendants shall implement the remedy for the CCI Site as detailed and in accordance with the schedule provided in the approved RA Work Plan. The Remedial Action shall include construction activities, operation and functional activities, inspection and reporting activities, and long term O&M activities specified in the RA Work Plan. During the Remedial Action phase, the Settling Performing Defendants shall implement the Remedial Action as follows:

**A. Construction activities:** The Settling Performing Defendants shall implement construction activities at the CCI Site as identified in the RD/RA Work Plans, SCRP, GMP, GTP, and/or the MNA Plan. The scope of the Remedial Action components to be implemented consist of the following:

**Shallow soil excavation.** A soil volume of approximately 1,800 cubic yards shall be excavated from a depth of 0-5 ft bgs from the two designated areas shown on Figure 1. Excavated soil will be disposed offsite. Excavated areas shall be backfilled with clean soil.

**Excavation to Bedrock.** Soils will be excavated to bedrock in the three areas shown on Figure 1 using large diameter drilling. It is anticipated that approximately 8 - 10 boreholes will be drilled. The diameter of each borehole will be approximately 5 feet in diameter. The specific location of boreholes may be adjusted if required to prevent impacts to neighboring properties. Excavated soil will be disposed offsite. Excavated areas will be backfilled with clean soil.

**Onsite Soils Treatment Via Chemical Oxidation.** Chemical oxidant will be added to the large diameter boreholes either during drilling or prior to/during backfilling operations.

**Soil Cap.** A soil cap will be constructed over the fenced area of the site. The soil cover system will include layers designed to separate contaminated soil from the overlying cap, a passive system to allow collection and venting of soil vapor that may emanate from beneath the soil cover, and soil fill to complete a cap of approximately three feet in thickness.

**Onsite Groundwater Treatment.** Groundwater treatment shall be provided at the downgradient boundary of the site by installing an injection trench and adding chemical oxidant. The length of the trench will be approximately 400 feet, in the location shown in Figure 1. The trench will be constructed to the top of bedrock and will be designed such that chemical oxidant can be added on a periodic basis.

**Offsite Groundwater Treatment.** Groundwater treatment will be provided by periodically adding chemical oxidant to the subsurface within the area shown on Figure 1. The

method of chemical oxidant delivery shall be either by temporary injection points, dedicated injection wells, an injection trench or trenches, or some combination thereof. The offsite oxidant delivery system will be constructed using a schedule that optimizes benefits of oxidant delivery, integrates construction tips from onsite activities, benefits from performance observation of onsite oxidant addition, and minimizes disruption to nearby residents.

Groundwater Monitoring. Groundwater monitoring shall be performed to monitor plume migration, MNA and the results of chemical oxidation. Monitoring for the purpose of plume migration and MNA will be performed at up to 10 wells on an annual basis for a minimum of 5 years. Water levels will be measured at up to 20 additional wells on an annual basis. After 5 years the monitoring interval may be modified subject to EPA approval. Monitoring the results of chemical oxidation will be performed at up to 10 wells monthly for the first 3 months, then quarterly for 2 years and then on an annual basis in combination with the MNA monitoring program.

B. Pre-Final Inspection: The Settling Performing Defendants shall provide a Notice of Construction Completion to EPA when they believe that onsite construction activities are complete, and in accordance with the schedule provided in Section 5.0. The Pre-Final Inspection shall consist of a walk-through inspection of all construction components of the remedy. The inspection shall include the Settling Performing Defendants' representatives and the EPA. The KDHE may also be invited to participate in the inspection. The purpose of the inspection is to determine whether the construction activities have been completed in accordance with the RA Work Plan and the Remedial Design. Any remaining construction items discovered during the inspection shall be identified and noted in a punch list. Following the inspection, the Settling Performing Defendants shall prepare a Pre-Final Inspection Memo (PFI Memo) and shall submit the report to EPA for review and approval. The PFI Memo shall summarize the results of the inspection and shall include a punch list of outstanding construction items to be completed and a proposed schedule for their completion.

The Settling Performing Defendants shall provide a Notice of Offsite Construction Completion to EPA when they believe that offsite construction activities are complete associated with the offsite groundwater treatment component of the remedial action. The Settling Performing Defendants shall coordinate an Offsite Pre-Final Inspection with EPA to verify that the construction activities have been completed in accordance with the RA Work Plan and Remedial Design. Following the offsite inspection, Settling Performing Defendants shall prepare an Offsite PFI Memo and shall submit it to EPA for review and approval. The Offsite PFI Memo shall summarize the results of the inspection and shall include a punch list of outstanding construction items to be completed and a proposed schedule for their completion.

C. Operational and Functional activities: Following approval of offsite PFI Memo, the Settling Performing Defendants shall complete the construction items on the respective punch list and shall proceed with implementation of the Operational and Functional (O&F) phase of the Remedial Action. The O&F activities will be conducted to ensure that the remedy for the CCI Site is functioning properly and operating as designed. The O&F activities for the CCI Site will consist of groundwater monitoring and operation of the groundwater treatment system for a period of up to one year, to be conducted in accordance with the requirements of the RA Work

Plan, the GMP, the GTP, and the MNA Plan. Following the O&F period, EPA will promptly make an O&F Determination to document that the remedy is performing as designed.

D. Completion of Remedial Action and Interim Remedial Action Report:

Completion of the Remedial Action shall occur, consistent with the terms of the Consent Decree, following the O&F phase. Within 90 days of the completion of the O&F Phase, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants and EPA. Following the pre-certification inspection and in accordance with the schedule set forth below, the Settling Performing Defendants shall submit an Interim Remedial Action Report. This report shall be prepared consistent with the EPA guidance entitled Close Out Procedures for National Priority List Sites, OSWER 9320.2-09A-P, January 2000, or as superseded by subsequent guidance. In the Report, the Settling Performing Defendants' Project Coordinator shall certify that construction activities have been completed in full satisfaction of the requirements of the CD, this SOW, and the RA Work Plan. The CCI Site Interim RA Report shall fully summarize the information and analytical data obtained during the construction phase and O&F phase, to include an assessment of the effectiveness of the remedy as related to the groundwater monitoring program and the operation of the groundwater treatment system. The Interim RA Report shall be submitted along with the Final O&M Plan for the implemented remedy, including as-built drawings for constructed components. The CCI Site Interim RA Report shall also include the following certification, signed by a responsible corporate official of the Settling Performing Defendants or the Settling Performing Defendants' Project Coordinator:

"To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

E. Operation and Maintenance: Following completion of the Remedial Action, Settling Performing Defendants, consistent with the terms of the Consent Decree, shall continue to implement the site remedy in accordance with the approved O&M Plan until 1) the Performance Standards are achieved; 2) or a Technical Impracticability Determination is made and alternate remediation goals are achieved, whichever occurs first. This phase of work is known as O & M. During the O & M phase, Settling Performing Defendants may prepare a TI Evaluation Report if they believe that sufficient data has been collected to demonstrate that the Performance Standards can not be achieved within a reasonable time frame. The TI Evaluation Report shall be submitted to EPA for review. If the EPA agrees with the findings in the report, EPA may prepare a TI Determination along with a Record of Decision Amendment to establish alternate remediation goals.

During the O & M phase, analytical results of each groundwater sampling event, as outlined in the GMP and/or the GTP and/or the MNA Plan shall be provided to the EPA within 45 days of the end of the sampling period for each sampling event. Included shall be the raw analytical data (electronic format acceptable), the data validation package (electronic format acceptable), and a synopsis of the validated data, including summary tables. Analytical results may be submitted along with progress reports.

If the data collected from the sampling and monitoring events indicates that the GMP, GTP, or MNA Plan are inadequate in providing information on the levels or movement of groundwater contaminants, or to assess the protectiveness and the effectiveness of the remedy, the EPA may require the installation of additional groundwater monitoring wells and laboratory analysis of samples from such wells, and/or laboratory analysis of additional sampling parameters. If any of the monitoring wells designated for sampling in the GMP or subsequent revisions are destroyed or in any way become unusable, the Settling Performing Defendants shall notify EPA of the damaged well within 30 days of discovery of damage or destruction. A plan will be prepared to repair or replace the well within a schedule agreed upon by EPA, unless deemed unnecessary by the EPA. Within 60 days of the EPA's approval of the well repair/replacement plan, the Settling Performing Defendants shall repair or replace each well in accordance with the approved well repair/replacement plan.

Based upon the results of monitoring in accordance with the GMP, the GTP, or the MNA Plan, the Settling Performing Defendants may submit a proposal to EPA to reduce the sampling frequency and/or the number of sampling locations, or to delete individual chemicals from the sampling program. Such a proposal shall include a discussion of the rationale and the basis for the proposed modifications, and may be submitted in a periodic Progress Report. Any such proposal is subject to review and approval by the EPA. Any modifications to the approved GMP, GTP, or MNA Plan shall be incorporated into a revised GMP, GTP, or MNA Plan, subject to EPA's approval.

#### **Task 5 Progress Reports**

The Settling Performing Defendants shall submit periodic Progress Reports to the EPA throughout implementation and operation of the remedy selected in the ROD for the CCI Site. Progress Reports shall be submitted to the EPA and include a summary of the tasks performed and the results of the previous reporting period. Prior to submittal of the RA Work Plan, the progress reports will document the status of RD activities. Following submittal of the RA Work Plan, the progress reports will document RA activities including: 1) soil removal activities, 2) construction and maintenance of the soil cover, 3) installation and operation of the groundwater treatment system, 4) groundwater monitoring events, and 5) documentation of institutional controls. Following submittal of the Interim RA Report, the Progress Report shall include an evaluation as to whether the remedy continues to be protective based on the results of the previous period's monitoring data and trends observed with respect to data from prior periods, and documentation of the overall progress and protectiveness of the remedial action. The Progress Report shall summarize the tasks performed during the previous reporting period and the results of the previous period's sampling and monitoring events, including tables and figures.

The initial Progress Report will be due within 45 days following approval of the RD Work Plan. Subsequent Progress Reports will be due on the 15<sup>th</sup> day immediately following the end of each reporting period or such other date as agreed to by the Project Coordinators. The reporting period will initially be monthly, but will be changed to quarterly or annual if field activities are not being conducted each month or if otherwise approved by EPA. Progress Reports shall include, but need not be limited to the following:

Description of activities performed during the reporting period;  
 Summary of sampling results and tests obtained during the reporting period;  
 Summary of deliverables submitted to EPA during the reporting period;  
 Description of activities performed in support of the Community Relations Plan;  
 Description of anticipated work to be performed during the next reporting period;  
 Percent completion, delays (if any), and efforts to mitigate delays (if required);  
 and  
 Modifications to work plans or schedules.

#### 5.0 SCHEDULE OF MAJOR SUBMITTALS AND MILESTONES

<u>Submission or Milestone</u>	<u>Due Date</u>
Remedial Design Work Plan (RD Work Plan)	90 days after issuance of authorization to proceed or as agreed by mutual consent of EPA and Settling Performing Defendants
RD Health and Safety Plan	To be submitted with RD Work Plan
RD Quality Assurance Project Plan	To be submitted with RD Work Plan
Preliminary Design	90 days after completion of RD field activities as defined in the RD Work Plan
Intermediate submittals/technical meetings	As agreed by the Project Coordinators
Pre-Final Design	120 days after receipt of EPA comments on Preliminary Design
Final Design	60 days after receipt of EPA comments on the Pre-Final Design
Remedial Action Work Plan (RA Work Plan)	60 days after receipt of EPA approval of the Final Design
Construction Activities	In accordance with the schedule in the approved RA Work Plan.
Notice of Construction Completion	Within 30 days of completion of construction activities
Pre-Final Inspection	Within 30 days of EPA's receipt of Notice of Construction Completion, as agreed to by EPA and the Settling Performing Defendants
Pre-Final Inspection Memo (PFI Memo)	30 days following Pre-Final Inspection
Notice of Offsite Construction Completion	Within 30 days of completion of construction

<u>Submission or Milestone</u>	<u>Due Date</u>
Offsite Pre-Final Inspection	of offsite groundwater treatment components Within 30 days of EPA's receipt of Notice of Offsite Construction Completion, as agreed to by EPA and the Settling Performing Defendants
Offsite PFI Memo	Within 30 days following the Offsite Pre-Final Inspection
Operational and Functional Period	Begins upon EPA approval of the Offsite PFI Memo and continues up to 12 months
Pre-certification Inspection	Within 90 days of completion of the O&F phase
Interim RA Report	Within 90 days following pre-certification inspection
O&M Implementation	Begins upon completion of O&F phase
TI Evaluation Report	No sooner than two years after EPA approval of Interim RA Report
First Progress Report	45 days following approval of the RD Work Plan
Subsequent Progress Reports	15 <sup>th</sup> day of the month following the end of a reporting period

#### REFERENCE DOCUMENTS

The National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300.

"Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA," US EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9355.3-01, EPA/540/G-89/004, October 1988.

"EPA Superfund Remedial Design and Remedial Action Guidance," Interim Final, US EPA, Office of Solid Waste and Emergency Response, OSWER Directive 9355.0-4A, June 1986.

"Guidance for the Data Quality Objectives Process, EPA QA/G-4," US EPA, Office of Environmental Information, EPA/600/R-96/055, August 2000.

"Guidance for Quality Assurance Project Plans, EPA QA/G-5," US EPA, Office of Research and Development, EPA/240/R-02/009, December 2002.

"EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5," Interim Final, US EPA, Quality Assurance Division, November 1999.

"A Compendium of Superfund Field Operations Methods," Two Volumes, US EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9355.0-14, EPA/540/P-87/001, August 1987.

"Test Methods for Evaluating Solid Wastes," US EPA, Office of Solid Waste and Emergency Response, SW-846, Third Edition, Volumes IA, IB, IC and II, November 1986 (including Final Update I, July 1992; Final Update II, September 1994).

National Primary Drinking Water Regulations, Final Rule, Part II, 40 CFR Parts 141, 142, 143.

"User's Guide to the Contract Laboratory Program," US EPA, Office of Emergency and Remedial Response, EPA/540/P-91/002, 1991.

"Sampler's Guide to the Contract Laboratory Program," US EPA, Office of Emergency and Remedial Response, EPA/540/P-90/006, 1991.

"CERCLA Compliance with Other Laws Manual: Interim Final," Draft Guidance, US EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9234.1-01, EPA/540/G-89/006, August 1988.

"CERCLA Compliance with Other Laws Manual, Part II," Interim Final, US EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9234.1-02, EPA/540/G-89/009, August 1989.

"Overview of the Off-Site Rule for OSCs and RPMs," US EPA, Office of Solid Waste and Emergency Response, EPA Publication No. 9834.11FS, September 1993.



"Health and Safety Roles and Responsibilities at Remedial Sites," US EPA, Office of Solid Waste and Emergency Response, EPA Publication No. 9285.1-02, July 1991.  
OSHA Regulations in 29 C.F.R. Sections 1910.120 (Federal Register 45654, December 19, 1986).

"Contract Laboratory Program (CLP) Users Guide," EPA, 1988.

**Table 1**

**Chemical-Specific Performance Standards  
Chemical Commodities, Inc. Site  
Remedial Action**

<b>Media</b>	<b>Chemical</b>	<b>Performance Standard</b>
Soil	Chromium, total	23 mg/kg
Groundwater	TCE	5 ug/l
Groundwater	PCE	5 ug/l
Groundwater	Chloroform	80 ug/l
Groundwater	Cis 1,2-DCE	70 ug/l
Groundwater	Carbon tetrachloride	5 ug/l

## APPENDIX C

### SITE MAP

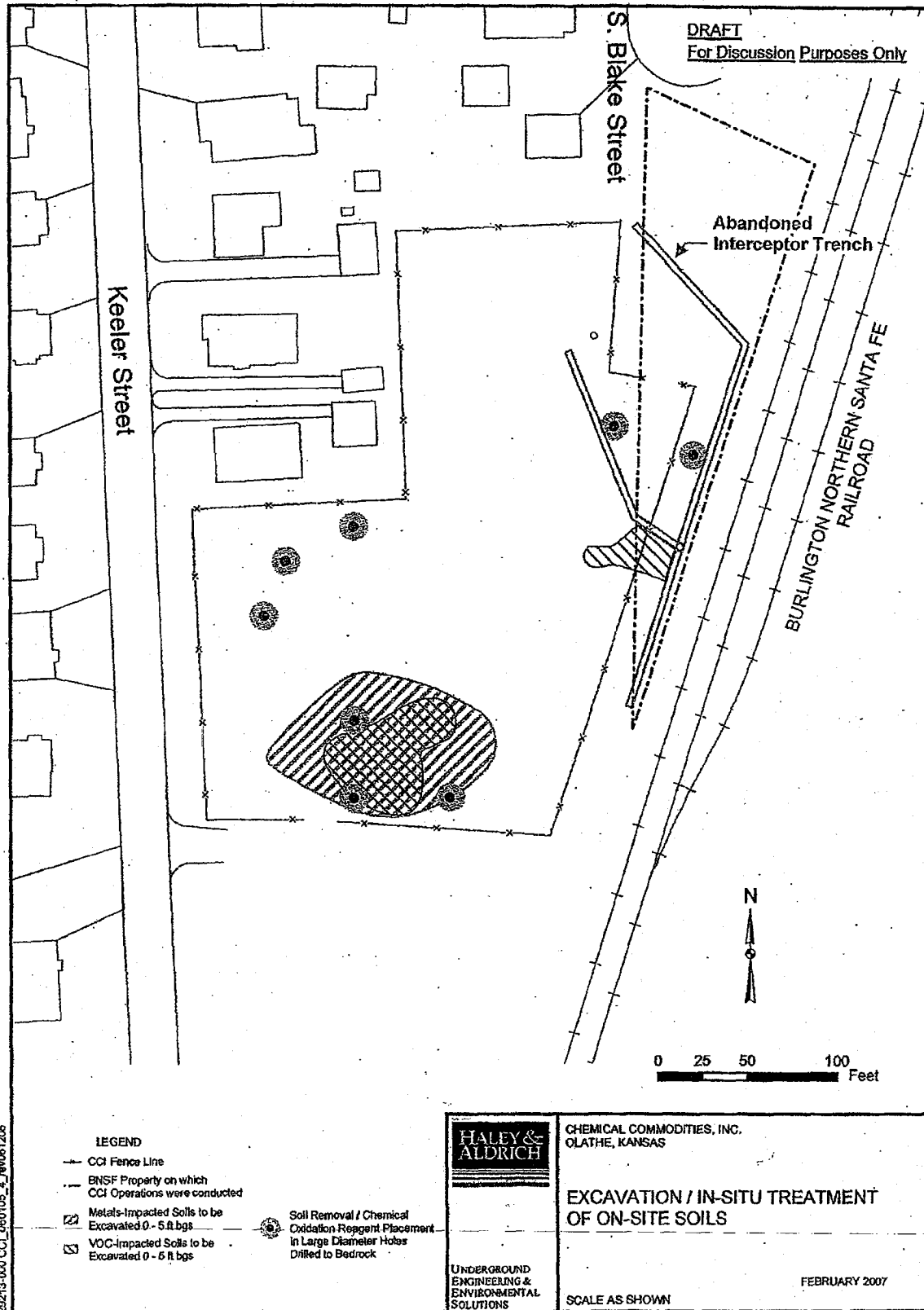


FIGURE 1

**APPENDIX D**  
**SETTLING DEFENDANTS**

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APPENDIX D  
SETTLING DEFENDANTS

Ashland Inc.

The Boeing Company

CertainTeed Corporation

Alliant Techsystems Inc., as successor to Cordant Technologies, Inc. and as  
successor to Hercules, Inc.

Hallmark Cards Incorporated

Honeywell Federal Manufacturing & Technologies, LLC (on behalf of  
Honeywell and the Department of Energy)

Lucent Technologies Inc., as successor to Western Electric Co. and AT&T  
Technologies, Inc.

Mallinckrodt Inc.

BNSF Railway Company

## **APPENDIX E**

### **SETTLING PERFORMING DEFENDANTS**

APPENDIX E

SETTLING PERFORMING DEFENDANTS

The Boeing Company

CertainTeed Corporation



**APPENDIX F-1**

**NON-DE MINIMIS SETTLING NON-PERFORMING  
DEFENDANTS**

**APPENDIX F-1**

**NON-DE MINIMIS SETTLING NON-PERFORMING DEFENDANTS**

**Hallmark Cards Incorporated**

**Honeywell Federal Manufacturing & Technologies, LLC (on behalf of  
Honeywell and the Department of Energy)**

**APPENDIX F-2**

**DE MINIMIS SETTling NON-PERFORMING  
DEFENDANTS**

APPENDIX F-2

DE MINIMIS SETTLING NON-PERFORMING DEFENDANTS

Ashland Inc.

Alliant Techsystems Inc., as successor to Cordant Technologies, Inc. and as  
successor to Hercules, Inc.

Lucent Technologies Inc. as successor to Western Electric Co. and AT&T  
Technologies, Inc.

Mallinckrodt Inc.

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**APPENDIX G**  
**SETTLING FEDERAL AGENCIES**

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**APPENDIX G**

**SETTLING FEDERAL AGENCIES**

**Defense Reutilization and Marketing Service**

**U.S. Department of Energy**

**U.S. Air Force**

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## **APPENDIX H**

### **SCHEDULE OF PAYMENTS BY SETTLING NON- PERFORMING DEFENDANTS**

APPENDIX H

SCHEDULE OF PAYMENTS BY SETTLING NON-PERFORMING DEFENDANTS

Ashland Inc.	\$132,979.00
Lucent Technologies Inc.	\$ 95,971.00
Mallinckrodt Inc.	\$107,889.00
Alliant Techsystems Inc.	\$ 75,271.00
Honeywell Federal Manufacturing & Technologies, LLC	\$593,674.00
Hallmark Cards Incorporated	\$537,134.00
BNSF Railway Company	\$441,626.00



APPENDIX I  
ACCESS AGREEMENT

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### ACCESS AGREEMENT FOR EPA ENVIRONMENTAL ACCESS

This Access Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2007 ("Effective Date") by and between **THE BNSF RAILWAY COMPANY**, A Delaware corporation ("BNSF") and **U.S. ENVIRONMENTAL PROTECTION AGENCY**, ("EPA").

WHEREAS, BNSF holds an ownership, easement and/or right-of-way interest in a portion of certain real property which is part of the Chemical Commodities Superfund Site in Olathe, Kansas ("CCI Site"), as identified on Exhibit "A" attached hereto. The portion over which BNSF holds an ownership, easement and/or right-of-way interest shall be referred to as the "Premises."

WHEREAS EPA alleges there have been releases of hazardous substances from the CCI Site and as a result, EPA has placed the Site on the National Priorities List pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605;

WHEREAS, EPA has identified BNSF as a potentially responsible party ("PRP") in connection with the CCI Site;

WHEREAS, EPA and several PRPs, including BNSF, entered into a consent decree for the financing and performance of the Remedial Design/Remedial Action at the CCI Site ("Consent Decree"), and Work under the Consent Decree will include activities on Premises;

WHEREAS, the Consent Decree requires BNSF, pursuant to a negotiated Access Agreement, to provide access to the United States and its representatives, including EPA and its employees, authorized representatives, agents and contractors ("Grantee", as their respective interests may appear) to enter upon and perform response actions on the Premises.

WHEREAS, BNSF is willing to grant such permission provided the parties first set forth their respective rights and responsibilities regarding Grantees' entry onto the Premises.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, BNSF and Grantees agree as follows:

1. BNSF consents to Grantee, entering and having continued access to the Premises to perform the Work as defined by the Consent Decree within the specified time-frame:

From the Effective Date of this Agreement through EPA's issuance of a Certification of Completion of the Work as set forth in the Consent Decree to implement the Work as defined in the Consent Decree.

2. Any persons, including contractors or subcontractors performing work on the Premises, or entering the Premises for the purpose of performing the Work under the Consent Decree shall be deemed authorized representatives of EPA for purposes of this Access Agreement.
3. Except as provided in Paragraph 7 below, BNSF may not terminate access at any time prior to issuance of the Certification of Completion of the Work as set forth above. Upon

the expiration of the time specified in this Agreement, the consent for access granted herein shall absolutely cease.

4. BNSF grants this consent in order for Grantee to carry out the above activities pursuant to its response and enforcement authority under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9601 et. seq. BNSF agrees not to interfere with EPA's exercise of its statutory authority.
5. Grantee agrees to provide BNSF Environmental Manager Judy McDonough or her designee, copies of workplans pertaining to Work on Premises. Where Work on the Premises will occur within twenty-five (25) feet of the center line of the track, Grantee will provide advance notice by telephone to BNSF's Railroad Representative at least one week in advance of accessing the Premises to perform the Work. BNSF's acknowledgement of notification by Grantee is not a prerequisite to Grantee's entry onto the Premises. The appropriate contact is Ms. Judy McDonough, BNSF Manager Environmental Remediation (913-551-3989), or her designee.
6. In the event Work takes place within twenty-five (25) feet of the track, BNSF's representative will determine and inform Grantee whether a flagman needs to be present. If BNSF determines that a flagman is necessary, it will provide a flagman within the timeframe for the activities set forth in Grantee's notice, so as not to delay implementation of the Work.
7. Grantee shall perform all activities on and about the Premises in such a manner as not to be a source of danger to, or interference with, the existence or use of tracks, roadbed or operating property of BNSF. If instructed to temporarily cease using the Premises at any time by BNSF's personnel because it is necessary due to any hazardous condition, Grantee agrees to temporarily do so. Grantee's compliance with instructions to temporarily cease performance of the Work shall not limit Grantee's rights under this Agreement, or EPA's authority to seek further access pursuant to Section 104(e) of CERCLA. Notwithstanding the foregoing, the parties agree that BNSF has no duty or obligation to monitor Grantee's use of the Premises to determine the safety thereof. BNSF's only duties shall be those set out in this Agreement and established by law.
9. (a) Grantee shall, to the extent required by the Consent Decree and CERCLA, comply with any and all applicable laws, statutes, regulations, ordinances, orders, covenants or restrictions, including, without limitation, all local, state or federal environmental laws, (collectively, "Legal Requirements") relating to the use of the Premises.  
  
(b) BNSF has requested that Grantee, complete BNSF's safety training program available on BNSF's Internet website "contractororientation.com," and will provide Grantee with any necessary information to access that training program. BNSF has advised Grantee that there may be subsurface installations of various types at the Premises. BNSF shall provide information it has in its possession concerning the location of BNSF's underground utilities and structures on the Premises. BNSF does not warrant the accuracy or completeness of information relating to subsurface conditions.

10. Upon completion of the Work on the Premises, Grantee shall:
  - (a) remove all of its equipment from the Premises;
  - (b) report and take reasonable measures to restore the Premises as nearly as possible to its original condition as found immediately prior to commencement of activities authorized by this Agreement.
11. The Consent Decree contains certain insurance requirements for the Settling Performing Defendants. Grantee will require that BNSF be named as an additional insured to the comprehensive general liability and automobile liability insurance policies required under the Consent Decree. Grantee will provide BNSF certificates of such insurance. Grantee shall resubmit such certificates each year on the anniversary of the Effective Date.
12. In addition to the insurance requirements described above, Grantee's authorized representatives, contractors and subcontractors shall also participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to Grantee's contractor. The Limits of coverage are \$2,000,000 for bodily injury and property damage per occurrence with an aggregate of \$6,000,000. Any cost of such coverage shall be covered by BNSF. Grantee agrees to provide BNSF with the name of Grantee's primary contractor and any additional information necessary for BNSF to secure coverage.
13. BNSF acknowledges that the Work will include excavation activities on the Premises, in accordance with EPA-approved workplans.
14. If EPA determines that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the Record of Decision for the CCI Site, BNSF agrees to cooperate with EPA's efforts to secure such government controls pertinent to the Premises.
15. BNSF reserves, and this Access Agreement is without prejudice to, claims against the United States, subject to provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by negligent or wrongful acts or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.
16. It is understood and agreed that this Access Agreement shall not be recorded in the location in which local property records are maintained.
17. This Agreement shall become effective upon signature of all Parties.

BNSF RAILWAY COMPANY

APPROVED AS TO FORM  
*[Signature]*  
BNSF Railway Law Department

By:

Title: General Director - Land Revenue Management

Date: January 14, 2008

U.S. ENVIRONMENTAL PROTECTION  
AGENCY *[Signature]*

By: Craig W. Smith, D. Sc. *[Signature]*

Title: Director, Superfund Division

Date: 5/5/08